

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS
MAINTENANCE SERVICES***

**PROJECT MANUAL:
SEWER SYSTEM REHABILITATION
ANNUAL CONTRACT
*INVITATION FOR BID #10-42***

**JANUARY 2010
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

February 1, 2010

ADDENDUM #1 INVITATION FOR BID #10-42

Annual - Sewer System Rehabilitation Contract

THIS ADDENDUM IS TO: **Answer the following Questions:**

Q1. How will cleaning levels be determined.

**A1. Anytime there is the need to make more than two (2) passes with the high pressure cleaner,
It will be considered heavy cleaning under the contract.**

Q2. Where were accumulated solids disposed of in prior contract?

A2. Contractor was responsible for the disposal of solids in the prior contract.

Q3. What type of pipe material is the majority of the work going to be done on? ie: vcp, pvc, ac?

A3. VCP

Q4. Will there be a pre bid meeting?

A4. No

Q5. Will the city supply hydrants in all work areas for cleaning?

A5. Yes

Q6. Will there be any access issues? ie: easements or manholes that can not be accessed?

A6. No

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you,



Re Cappoli

Chief Procurement Officer

CITY OF NEWTON

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CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #10-42

The City of Newton invites sealed bids from Contractors for

ANNUAL - SEWER SYSTEM REHABILITATION SERVICES

Bids will be received until: **12:00 p.m., February 11, 2010**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Bid documents will be available online at the City's web site: www.ci.newton.ma.us/bids or for pickup at the Purchasing Department, 1000 Commonwealth Avenue, Room 204, after **10:00 a.m., January 28, 2010**.

Multiple awards can be made under this IFB. Award will be made to the bidder with the lowest "Section" price that is deemed responsible and eligible. Bidders may bid selected sections, but they must bid **all line items within a section**.

The term of this contract will extend for **one (1) year from the day of contract execution, with the option, at the City's sole discretion, to extend the contract for two (2) additional one (1) year terms** with no change to the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the highest possible total of items bid.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond in the amount of 100%** of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents. Some City of Newton bids are available on the City's web site, www.ci.newton.ma.us/bids Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addendas will be available online within the original bid document, as well as a separate file.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Re Cappoli
Chief Procurement Officer
January 28, 2010

**CITY OF NEWTON
DEPARTMENT OF PURCHASING**

**PUBLIC WORKS MAINTENANCE SERVICE CONTRACT
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - GENERAL INFORMATION

- 1.1 It is the intent of the City as a result of this bid to award a contract for public works maintenance service to be performed on an as needed basis during the contract term.
- 1.2 The term of any contract(s) awarded pursuant to this bid shall extend for a period of one year from the date of contract execution. The City reserves the right, at its sole discretion to extend the contract for to two (2) additional one year terms. Prices bid must remain firm during any extension option exercised.
- 1.3 In the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

ARTICLE 2 - BID FORMAT, QUANTITIES AND CONTRACT AWARD

- 2.1 Quantities shown on the bid form and/or elsewhere in the Project Manual are estimates only of the amount of work potentially required during the contract term. The total bid price which is calculated based on the quantities included herein shall be used for purposes of bid comparison only. During the term of the contract, the contractor shall perform only that work as specifically authorized by the City in accordance with the provisions contained in this Project Manual.
- 2.2 The City of Newton will award the contract to the lowest responsible and eligible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 2.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 2.4 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids, in whole or in part, if it be in the public interest to do so.
- 2.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 3 - BIDDER'S REPRESENTATION

- 3.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the Work has to be performed.
- 3.2 Failure to so examine the Contract Documents or become familiar with local conditions will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 4 - REQUEST FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer* at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 4.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 4.4 Addenda will be faxed or emailed to every individual or firm on record as having taken a set of Contract Documents.
- 4.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 4.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #10-42**.

ARTICLE 5 - PREPARATION AND SUBMISSION OF BIDS

- 5.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 5.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 5.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 5.4 If required, Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 5.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 5.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 5.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. Any bid received after the date and time set forth for receiving bids will be returned to the bidder unopened.

ARTICLE 7 - ALTERNATES

- 7.1 Each Bidder shall acknowledge Alternates (if any) in the space(s) provided on the Bid Form.
- 7.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 7.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

- 7.4 The low Bidder will be determined in accordance with Article 1 above on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 8 - WITHDRAWAL OF BIDS

- 8.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Facsimile transmittal of a written request is acceptable. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 8.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 8.3 No bids shall be withdrawn within sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 9 - TAXES

- 9.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 9.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
SEWER SYSTEM REHABILITATION - ANNUAL CONTRACT
SPECIAL INSTRUCTIONS

1. The bid is comprised of the following 7 sections, each section representing a distinct category of work:

<u>Section</u>	<u>Description</u>
1.	Cleaning, Light and Heavy
2.	Television Inspection, Main Lines
3.	Joint Testing and Sealing
4.	Spot Repairs
5.	Manhole Sealing and Coating
6.	Service Connections
7.	Chemical Root Treatment

2. Bidders may submit a price on any or all of the bid sections. While it is not necessary to bid on all sections, however a section must be quoted complete with a price provided for each item within the section.
3. Each bid section will be evaluated separately and the award made to the lowest eligible and responsible bidder on a section by section basis. It is specifically contemplated that multiple contracts may be awarded from this bid.
4. Prices bid for any item must include any applicable disposal costs.
5. Contractors awarded a contract pursuant to this bid must be able to deploy resources and equipment and commence service within 72 hours of the City's request in the case of routine service and within 24 hours in the event of emergency requests.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #10-42**

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

SEWER SYSTEM REHABILITATION - ANNUAL CONTRACT

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,
- C. The proposed contract price is:

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	<u>CLEANING</u>			
	A. Light cleaning of 8", 10", 12" and 15" lines	5000 L.F.	_____	_____
	B. Light cleaning of 18", 20", and 24" lines	2000 L.F.	_____	_____
	C. Heavy cleaning of 8" and 10" lines	5000 L.F.	_____	_____
	D. Heavy cleaning of 12", 14", and 15" lines	3000 L.F.	_____	_____
	E. Heavy cleaning of 18", 20", and 24" lines	3000 L.F.	_____	_____
	F. Heavy cleaning of 26", 28", and 30" lines	3000 L.F.	_____	_____
	SECTION TOTAL			\$_____
2.	<u>TELEVISION INSPECTION</u>			
	A. Television inspection of 8", 10", 12", 14", 15", 18", 20", and 24" lines	20,000 L.F.	_____	_____
	SECTION TOTAL			\$_____
3.	<u>JOINT TESTING & SEALING</u>			
	A. Testing of 8", 10", 12", 14", 15" sewer joints	2000 EA	_____	_____
	B. Sealing of 8", 10", 12", 14", 15" and 18" sewer joints	900 EA	_____	_____
	C. Sealing of 20" and 24" sewer joints	200 EA	_____	_____
	D. Testing 20" and 24" sewer joints	200 EA	_____	_____
	SECTION TOTAL			\$_____

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4.	<u>SPOT REPAIRS</u> Short liners (cured in place):			
	A. 8"	100 FT	_____	_____
	B. 10"	30 FT	_____	_____
	C. 12"	100 FT	_____	_____
	D. 15"	30 FT	_____	_____
	E. 18"	50 FT	_____	_____
	F. 20"	30 FT	_____	_____
	G. 24"	30 FT	_____	_____
	SECTION TOTAL			\$ _____
5.	<u>MANHOLE SEALING & COATING</u>			
	A. Exterior sealing of brick/block manholes (per vertical foot)	120 FT	_____	_____
	B. Interior coating of brick/block manholes (per vertical foot)	120 FT	_____	_____
	SECTION TOTAL			\$ _____
6.	<u>SERVICE CONNECTIONS</u>			
	A. Television inspection of service connections	50 EA	_____	_____
	B. Test service connections	50 EA	_____	_____
	C. Grout service connections based on testing results	50 EA	_____	_____
	D. CIPP service lateral lining – 5" diameter	500 L.F.	_____	_____
	E. CIPP SLL – 6" diameter	500 L.F.	_____	_____
	SECTION TOTAL			\$ _____
7.	<u>CHEMICAL ROOT TREATMENT</u>			
	A. Chemical root treatment for 6" to 8" sewer pipe	2000 L.F.	_____	_____
	B. Chemical root treatment for 10" to 12" sewer pipe	2000 L.F.	_____	_____
	C. Chemical root treatment for 15" to 24" sewer pipe	1000 L.F.	_____	_____
	SECTION TOTAL			\$ _____

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ A five percent (5%) bid deposit/bid guarantee.

- E.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone / Fax)

(E-mail address) Optional

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ____ YES ____ NO
TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

SEWER SYSTEM RAHABILITATION - ANNUAL CONTRACT

Section 1	Section 5
Section 2	Section 6
Section 3	Section 7
Section 4	

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #10-42 issued by the Purchasing Department;
- c. The Project Manual for Sewer System Rehabilitation - Annual Contract including Specifications, and if the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall extend for **one year, from the date of contract execution, with the option, at the City's sole discretion, to renew this contract for two (2) additional one-year terms** with no change in the contract cost and terms and conditions. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Title _____
Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
_____ 27A401F2-586010 _____

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts
Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
Commissioner of Public Works
Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor
Date _____

CONTRACT AND BONDS APPROVED

By _____
Setti D. Warren, Mayor
Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of _____ dollars (\$ _____) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of _____, 2010, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____2010.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Agreement and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

CITY OF NEWTON

MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

David B. Cohen Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

I. DEFINITIONS:

A. Minority Person- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. Minority Business Enterprise (MBE) -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. Contract Compliance Officer - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. MCAD - Massachusetts Commission Against Discrimination.

E. SOMWBA -- State Office of Minority/Women Business Assistance,

F. City - The City of Newton.

G. Women Business Enterprise (WBE) - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. MWBE – Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder stating his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan.

E. Monitoring

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors ,in interest, agree as follows:
 1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
 2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
 1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.
- V.
 1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
 2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**
1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract

shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name

Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVAL L. PAIRICK
Governor
TIMOTHY F. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590
	12/01/2012	\$48,620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660
	12/01/2012	\$48,690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780
	12/01/2012	\$48,810				
ADSS SUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760
AIR TRACK OPERATOR	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40,250				
ASPHALT RAKER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030
BACKHOE/FRONT-END LOADER	12/01/2009	\$38,530	06/01/2010	\$39,780	12/01/2010	\$61,030
BARC O-TYPE/JUMPING TAMPER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100
	06/01/2011	\$51,100	12/01/2011	\$52,350		
BOILER MAKER	10/01/2008	\$54,800				
APPRENTICE: BOILER MAKER - Local 29						
Ratio	Step	1	2	3	4	5
1:5	%	45.00	45.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2009	\$67,120	02/01/2010	\$68,010	08/01/2010	\$69,910
	02/01/2011	\$70,900	08/01/2011	\$73,000	02/01/2012	\$73,990
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton						
Ratio	Step	1	2	3	4	5
1:5	%	30.00	40.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$38,190	06/01/2010	\$39,430	12/01/2010	\$60,680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,250	06/01/2010	\$49,250	12/01/2010	\$50,500
	06/01/2011	\$51,500	12/01/2011	\$52,750		
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350
	06/01/2011	\$50,350	12/01/2011	\$51,600		
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600
	06/01/2011	\$50,600	12/01/2011	\$51,850		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/22/2010

Wage Request Number: 20100122-011

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Deputy Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MAHLEN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
CARPENTER						09/01/2009	\$53.630	03/01/2010	\$54.500	09/01/2010	\$55.380
						03/01/2011	\$56.250	09/01/2011	\$57.380	03/01/2012	\$58.500
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	40.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MASONRY/PLASTERING						08/01/2009	\$65.510	02/01/2010	\$66.200	08/01/2010	\$67.670
						02/01/2011	\$68.440	08/01/2011	\$70.060	02/01/2012	\$70.830
CHAINSAW OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						12/01/2009	\$39.530	06/01/2010	\$60.780	12/01/2010	\$62.030
COMPRESSOR OPERATOR						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
DELEADER (BRIDGE)						01/01/2010	\$63.410				
DEMO: ADZEMAN						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.350	12/01/2011	\$51.600		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330
						06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: BURNERS						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: CONCRETE CUTTER/SAWYER						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330
						06/01/2011	\$51.350	12/01/2011	\$52.600		
DEMO: JACKHAMMER OPERATOR						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: WRECKING LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.350	12/01/2011	\$51.600		
DIRECTIONAL DRILL MACHINE OPERATOR						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
DIVER						08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190
DIVER TENDER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
DIVER TENDER (EFFLUENT)						08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460
DIVER/SLURRY (EFFLUENT)						08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
ELECTRICIAN						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270
						03/01/2011	\$68.510				
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Prior 1/1/03; 3/0/3/4/0/5/5/0/5/1/5/7/0/75/80											
ELEVATOR CONSTRUCTOR						01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/22/2010

Wage Request Number: 20100122-011

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MAHLEN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	60.00	70.00	80.00					
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year											
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51,330	01/01/2011	\$52,830	01/01/2012	\$54,330	
FENCE & GUARD RAIL ERECTOR					12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600	
					06/01/2011	\$50,600	12/01/2011	\$51,850			
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$55,850	05/01/2010	\$56,950	11/01/2010	\$58,190	
					05/01/2011	\$59,430					
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					11/01/2009	\$40,870	05/01/2010	\$41,520	11/01/2010	\$42,230	
					05/01/2011	\$42,980					
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)					11/01/2009	\$57,210	05/01/2010	\$58,320	11/01/2010	\$59,570	
					05/01/2011	\$60,820					
FIRE ALARM INSTALLER					09/01/2009	\$64,800	03/01/2010	\$66,030	09/01/2010	\$67,270	
					03/01/2011	\$68,510					
FIRE ALARM REPAIR / MAINTENANCE					09/01/2009	\$52,870	03/01/2010	\$53,790	09/01/2010	\$54,720	
					03/01/2011	\$55,660					
FIREMAN (ASST. ENGINEER)					12/01/2009	\$52,740	06/01/2010	\$53,810	12/01/2010	\$54,890	
FLAGGER & SIGNALER					12/01/2009	\$36,300	06/01/2010	\$37,300	12/01/2010	\$37,300	
					06/01/2011	\$38,300	12/01/2011	\$38,300			
FLOORCOVERER					09/01/2009	\$59,130	03/01/2010	\$59,630	09/01/2010	\$60,380	
					03/01/2011	\$61,130	09/01/2011	\$62,380	03/01/2012	\$63,630	
APPRENTICE: FLOORCOVERER - Local 2148 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Steps are 750 hrs.											
FORK LIFT/CHERRY PICKER					12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030	
GENERATOR/LIGHTING PLANT/HEATERS					12/01/2009	\$47,890	06/01/2010	\$48,810	12/01/2010	\$49,740	
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					01/01/2010	\$52,910					
APPRENTICE: GLAZIER - Local 33 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
HOISTING ENGINEER/CRANES/GRADALLS					12/01/2009	\$58,530	06/01/2010	\$59,780	12/01/2010	\$61,030	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

GEORGE NOEL
Division of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: BOILER/PORT. ENG. - Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
HVAC (DUCTWORK)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
HVAC (ELECTRICAL CONTROLS)						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270
						03/01/2011	\$68.510				
HVAC (TESTING AND BALANCING - AIR)						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
HVAC (TESTING AND BALANCING - WATER)						09/01/2009	\$67.480	03/01/2010	\$68.730		
HVAC MECHANIC						09/01/2009	\$67.480	03/01/2010	\$68.730		
HYDRAULIC DRILLS						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
INSULATOR (PIPES & TANKS)						09/01/2009	\$39.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Steps are 1 year											
IRONWORKER/WELDER						09/16/2009	\$39.560	03/16/2010	\$60.960		
APPRENTICE: IRONWORKER - Local 7											
Ratio	Step	1	2	3	4	5	6				
	%	60.00	70.00	75.00	80.00	85.00	90.00				
Structural: 4; Crane: 5; 11: 4											
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$30.600	12/01/2011	\$51.850		
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$30.350	12/01/2011	\$51.600		
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
LABORER: CARPENTER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$30.350	12/01/2011	\$51.600		
LABORER: CEMENT FINISHER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$30.350	12/01/2011	\$51.600		

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Issue Date: 01/22/2010

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification	Effective Dates and Total Rates							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER: MASON/TENDER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350		
	06/01/2011	\$50.350	12/01/2011	\$51.600				
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.								
LASER BEAM OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
MARBLE & TILE FINISHERS	08/01/2009	\$56.240	02/01/2010	\$56.950	08/01/2010	\$58.470		
	02/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740		
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:5	%	50.00	60.00	70.00	80.00	90.00		
Steps are 800 hrs.								
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2009	\$67.160	02/01/2010	\$68.050	08/01/2010	\$69.950		
	02/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030		
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:5	%	50.00	60.00	70.00	80.00	90.00		
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680		
MECHANICS MAINTENANCE	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680		
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400						
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1								
Ratio	Step	1	2	3	4	5	6	7
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00
MORTAR MIXER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.750	06/01/2010	\$42.480	12/01/2010	\$43.220		
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.720	06/01/2010	\$45.550	12/01/2010	\$46.380		
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680		
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410						

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MAHLEN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER - Local35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (SPRAY OR SANDBLAST, NEW) *						01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2010	\$52.370				
APPRENTICE: PAINTER - Local35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.350	12/01/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970				
APPRENTICE: PAINTER - Local35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Steps are 750 hrs.											
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360
						06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420
						12/01/2012	\$48.450				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAUREA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
APPRENTICE: PIPE DRIVER - Local 54 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	40.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00		
PIPEFITTER & STEAMFITTER						09/01/2009	\$67.480	03/01/2010	\$68.730		
APPRENTICE: PIPEFITTER - Local 37											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
**1:3; 3:15; 1:10 thereafter						Steps are 1 yr; Ratifying AC Mechanic Steps & Hrs Same as above					
Ratifying AC Mechanic: **1:1; 1:2; 2:4; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23 (Max)											
PIPELAYER						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
PLUMBERS & GASFITTERS						09/01/2009	\$66.250	03/01/2010	\$67.500		
APPRENTICE: PLUMBER - Local 12											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
**1:2; 2:4; 3:10; 4:14; 5:19						Steps are 1 year; Step 4 w/ Hrs = 70; Step 5 w/ Hrs = 80					
PNEUMATIC CONTROLS (TEMP.)						09/01/2009	\$67.480	03/01/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
POWDERMAN & BLASTER						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350
						06/01/2011	\$51.350	12/01/2011	\$52.600		
POWER SHOVEL/DERRICK/TRENCHING MACHINE						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (DEWATERING, OTHER)						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
READY-MIX CONCRETE DRIVER						05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690
RECLAIMERS						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.											
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.											
RIDE-ON MOTORIZED BUGGY OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
ROLLER/SPREADER/MULCHING MACHINE						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofg)						02/01/2009	\$53.860				

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DEVAL L. PATRICK
Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Division of Labor
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ROOFER - Local33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
**1-5, 2-6-10 then after 110 (or portion thereof)						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Roofing (Reroofing): Same Step and Hours as Above **1-5; Then after 110											
SHEETMETAL WORKER						08/01/2009	\$62.260	02/01/2010	\$63.470	08/01/2010	\$64.720
						02/01/2011	\$65.970	08/01/2011	\$67.220	02/01/2012	\$68.470
						08/01/2012	\$69.720	02/01/2013	\$70.970		
APPRENTICE: SHEET METAL WORKER - Local17-A											
Ratio	Step	1	2	3	4	5	6	7			
1-4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
										Steps 1-3 are 1 year; Steps 4-7 are 6 mos.	
SIGNERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGNERECTOR - Local33 Zone2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1-1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
										Steps are 6 mos.	
SLATE / TILE / PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.450	03/16/2010	\$69.700		
APPRENTICE: SPRINKLER FITTER - Local330											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1-1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TELECOMMUNICATION TECHNICIAN						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local103											
Ratio	Step	1	2	3	4	5	6	7	8		
1-1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS						08/01/2009	\$66.060	02/01/2010	\$66.950	08/01/2010	\$68.830
						02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/22/2010

Wage Request Number: 20100122-011

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA M. MARLEN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	30.00	40.00	70.00	80.00	90.00					
Steps are 800 hrs.											
TEST BORING DRILLER						12/01/2009	\$48.500	06/01/2010	\$49.500	12/01/2010	\$50.750
						06/01/2011	\$51.750	12/01/2011	\$53.000		
TEST BORING DRILLER HELPER						12/01/2009	\$47.220	06/01/2010	\$48.220	12/01/2010	\$49.470
						06/01/2011	\$50.470	12/01/2011	\$51.720		
TEST BORING LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		
TRACTORS/PORTABLE STEAM GENERATORS						12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TRAILERS FOR EARTH MOVING EQUIPMENT						12/01/2009	\$45.200	06/01/2010	\$45.800	12/01/2010	\$46.400
						06/01/2011	\$47.150	12/01/2011	\$47.810	06/01/2012	\$48.460
						12/01/2012	\$49.490				
TUNNEL WORK - COMPRESSED AIR						12/01/2009	\$39.430	06/01/2010	\$60.680	12/01/2010	\$61.930
						06/01/2011	\$63.180	12/01/2011	\$64.430		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)						12/01/2009	\$61.430	06/01/2010	\$62.680	12/01/2010	\$63.930
						06/01/2011	\$65.180	12/01/2011	\$66.430		
TUNNEL WORK - FREE AIR						12/01/2009	\$51.500	06/01/2010	\$52.750	12/01/2010	\$54.000
						06/01/2011	\$55.250	12/01/2011	\$56.500		
TUNNEL WORK - FREE AIR (HAZ. WASTE)						12/01/2009	\$53.500	06/01/2010	\$54.750	12/01/2010	\$56.000
						06/01/2011	\$57.250	12/01/2011	\$58.500		
VAC-HAUL						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
WAGON DRILL OPERATOR						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
WASTE WATER PUMP OPERATOR						12/01/2009	\$38.530	06/01/2010	\$39.780	12/01/2010	\$61.030
WATER METER INSTALLER						09/01/2009	\$66.250	03/01/2010	\$67.500		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/22/2010

Wage Request Number: 20100122-011

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DEVAL L. PAILEK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director of Labor
LAURA H. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-42

City/Town: NEWTON

Description of Work: Annual - Sewer System Rehabilitation

Job Location: Various Locations

Classification

Effective Dates and Total Rates

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeyman or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeyman (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 01/22/2010

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Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

PUBLIC WORKS MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

A. The areas of work for this contract shall be various locations within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Works Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.**
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.**
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.**
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.**

4.0 PAYMENT

- A. Once each month, on a date established by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.
- B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Works Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS FOR

SEWER SYSTEM REHABILITATION

Scope of Work:

- Location of Work: The work of this contract is located in various areas of the City of Newton.
- Work to be Done: The majority of the work will be to restore 8", 10", 12", and 15" lines and shall consist of items of work under Bid Identifications. Prior to mobilizing to the job site, the City shall prepare a list of areas and estimated amount of work to be executed.
- Cleaning: The cleaning shall be accomplished with high velocity jet hydro cleaning equipment. The cleaning equipment shall be capable of producing flows from a fine spray to a solid stream and shall have a selection of high pressure nozzles for use with pressure nozzles for use with pressures up to approximately 2500 PSI. The nozzle shall be capable of producing a scouring action from 15 to 45 degrees in all lines designated to clean. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floors. The equipment shall also have its own vacuum system to remove debris cleaned from the lines. Disposal of all debris generated/collected during the cleaning of the collection system will be the responsibility of the contractor.
- Television: The inspection shall be done one manhole section at a time. The camera used for the inspection shall be one specifically designed and constructed for sanitary and storm line inspection.
- The camera shall be moved through the line in either direction at a uniformly slow rate by means of cables or self-propelled. The contractor shall provide the owner with one (1) copy of the videotapes and written report describing the overall general condition of the lines.
- Joint Testing: The intent of pipe testing is to identify joints that are suspected to be opened joints, using the general practical limit of 6 PSI to 10 PSI for test pressure. Each joint not passing the test shall be sealed according to the sealing procedures.
- Joint Sealing: The basic equipment shall consist of a closed circuit television system, necessary chemical sealant, containers, pumps, regulators, etc.
- The Joint sealing packer for different size lines shall be part of the sealing equipment. The packer shall be constructed in such a way that will allow a restricted amount of drainage to flow through the cylinder while the joints are being sealed.
- Complete records shall be kept of each joint sealed in a manhole section.
- Television inspection of the sewer lines with joint sealing shall be considered incidental to the work and shall not be measured separately for payment.
- Spot Repairs: Upon review of the television inspection it may be necessary to install CSR liners in areas where the pipe has disintegrated or shows multiple cracks. The work of this item shall be measured per location of spot repairs (trenchless).
- Television inspection of the sewer lines with spot repairs shall be considered incidental to the work and shall not be measured separately for payment.

Each short liner shall have a minimum length of 3 feet.

- Manhole Sealing: The work of this item shall be measured per vertical foot of exterior chemically sealed brick/block manhole.
- The contract unit price shall constitute full compensation for supplying all materials, labor, tools and equipment required to chemically seal the exterior of manhole from floor to corbel.
- Manhole Coating: The work of this item shall be measured per vertical foot of brick block manhole interior coated. Coating if the interior of the manhole shall be a 2-coat system as supplied by Parson's Environmental Reading PA
- Chemical Root Treatment The chemical root treatment material shall be EPA registered and labeled for use in sewer lines and acceptable to the state agencies having jurisdiction over its use. The contractor shall submit a specimen product label of the material to be used in the chemical root treatment to the city. The root treatment material shall not permanently affect parts of trees distant from the treated roots.

END OF SECTION